

EXHIBIT A

Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Document Prepared By:

CARRIE PAPPAS
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
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When Recorded Mail To:

PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

Tax/Parcel #: 44010500060020000

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Original Principal Amount: \$152,192.00	FHA/VA/RHS Case No.:511-1267900-703
Unpaid Principal Amount: \$144,340.96	Loan No: 1010002111
New Principal Amount: \$163,164.33	

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

This Loan Modification Agreement ("Agreement"), made this **18TH** day of **JUNE, 2018**, between **ROBERT BRINKLEY, AN UNMARRIED MAN ("Borrower")**, whose address is **4302 CHEYENNE DRIVE, ROWLETT, TEXAS 75088** and **PLANET HOME LENDING, LLC ("Lender")**, whose address is **321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **OCTOBER 2, 2014** and recorded

on **OCTOBER 3, 2014** in **INSTRUMENT NO. 201400253722, DALLAS COUNTY, TEXAS**, and (2) the Note, in the original principal amount of U.S. **\$152,192.00**, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at
4302 CHEYENNE DRIVE, ROWLETT, TEXAS 75088

the real property described is located in **DALLAS COUNTY, TEXAS** and being set forth as follows:

Lot 2, block 6, of Lake Country Estates Addition, First Installment, an addition to the City of Rowlett, Dallas County, Texas, according to the map or plat thereof recorded in Volume 73060, Page 2239, Map Records, Dallas County, Texas.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **AUGUST 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$163,164.33**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$18,823.37**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.5000%**, from **AUGUST 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$826.73**, beginning on the **1ST** day of **SEPTEMBER, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2048** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Loan No. 1010002111
Borrower: ROBERT BRINKLEY

**CORRECTION AGREEMENT
LIMITED POWER OF ATTORNEY**

On 7/2/2018, the undersigned Borrower, for and in consideration of the approval, closing and funding of their mortgage loan (1010002111), hereby grant PLANET HOME LENDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, as settlement agent and/or PLANET HOME LENDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY as lender, Limited Power of Attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this Limited Power of Attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

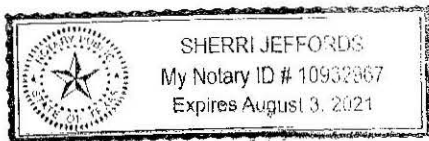
THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO CHANGE THE INTEREST RATE THE UNDERSIGNED IS PAYING, CHANGE THE TERM OF THE UNDERSIGNED'S LOAN, CHANGE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE, CHANGE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS, OR MAKE ANY OTHER CHANGE THAT WOULD AFFECT THE TERMS OF REPAYMENT. Any of these specified changes must be executed directly by the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

Date: 7/2/2018

[Signature]
ROBERT BRINKLEY - Borrower

Sworn to and subscribed before me this 02 day of July, 2018



[Signature]
Notary Printed Name: Sherri Jeffords

State/Commonwealth of: Texas

Acting in the County/Parish of: Dallas

My Commission Expires: 08-03-2021

In Witness Whereof, I have executed this Agreement.

Borrower: ROBERT BRINKLEY

Date

7/2/2018

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **TEXAS**

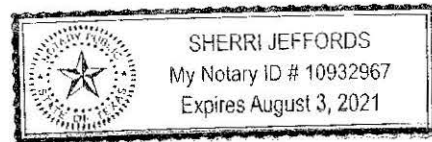
County of Dallas

This instrument was acknowledged before me on July 02, 2018 by **ROBERT BRINKLEY**

Sherrri Jeffords
Notary Public

Printed Name: Sherrri Jeffords

My commission expires: 08-03-2021



In Witness Whereof, the Lender has executed this Agreement.

PLANET HOME LENDING, LLC

By **THOMAS M. O'CONNELL** (print name) _____ Date _____
Senior Vice President (title)

_____[Space Below This Line for Acknowledgments]_____

Acknowledgment for Corporation

State of Connecticut

County of _____

On this the _____ day of _____, before me, a Notary Public, personally appeared **THOMAS M. O'CONNELL** (Name of Officer) who acknowledged himself/herself to be the **SENIOR VICE PRESIDENT** (Title of Officer) of **PLANET HOME LENDING, LLC** (Name of Corporation), a corporation, and that he/she, as such **SENIOR VICE PRESIDENT** (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **SENIOR VICE PRESIDENT** (Title of Officer).

In witness whereof I hereunto set my hand.

Date: _____

Notary Public

Print Name: _____

My Commission Expires:

Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **PLANET HOME LENDING, LLC** (the "Lender") and **ROBERT BRINKLEY, AN UNMARRIED MAN** (the "Borrower") dated **JUNE 18, 2018** the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

(BORROWER MUST INITIAL HERE) RB

Signed this 2nd day of July, 20 18.

Lender

Borrower

By:

Name:

ROBERT BRINKLEY

Date: **JUNE 18, 2018**
Loan Number: **1010002111**
Lender: **PLANET HOME LENDING, LLC**
Borrower: **ROBERT BRINKLEY**
Property Address: **4302 CHEYENNE DRIVE, ROWLETT, TEXAS 75088**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower: **ROBERT BRINKLEY**

7/2/2018
Date

Date: **JUNE 18, 2018**
Loan Number: **1010002111**
Lender: **PLANET HOME LENDING, LLC**
Borrower: **ROBERT BRINKLEY**
Property Address: **4302 CHEYENNE DRIVE, ROWLETT, TEXAS 75088**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **PLANET HOME LENDING, LLC**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


Borrower: **ROBERT BRINKLEY**

7/2/2018
Date

Lender: **PLANET HOME LENDING, LLC**

Loan Number: **1010002111**

Loan Amount: **\$163,164.33**

Borrower: **ROBERT BRINKLEY**

Address: **4302 CHEYENNE DRIVE, ROWLETT, TEXAS 75088**

TEXAS LOAN AGREEMENT NOTICE

Section 26.02(b) of the Texas Business and Commerce Code provides as follows:

A Loan agreement in which the amount involved in the Loan agreement exceeds \$50,000.00 in value is not enforceable unless the agreement is in writing and signed by the party to be bound or by that party's authorized representative.

You are hereby notified that:

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN PARTIES.

LENDER: PLANET HOME LENDING, LLC

By: THOMAS M. O'CONNELL

Borrower: **ROBERT BRINKLEY**

Date

7/2/2010
Date